



Suzanne Henderson

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

**AMENDMENT OF OIL, GAS AND MINERAL LEASE  
AND MEMORANDUM OF OIL AND GAS LEASE**

STATE OF TEXAS }

COUNTY OF TARRANT }

**WHEREAS, Billy Don Couch and wife, Stephanie Couch**, Lessor (whether one or more), heretofore executed an unrecorded Oil, Gas and Mineral Lease, Memorandum of Oil and Gas Lease dated February 20, 2007, to **Bagby Energy Holdings, LP**, Lessee, herein referred to as "The Lease" recorded by Memorandum of Oil and Gas Lease at Clerk Document No. D207136045, Official Public Records of Tarrant County, Texas, whereby Lessor leased certain lands situated in Tarrant County, Texas, to wit:

Being all that 0.584 acre tract of land, being a part of the James McDonald Survey, A-997, Tarrant County, Texas, and being more fully described on Exhibit "A" attached hereto and made a part hereof (shown as Tracts 4D3 and 4H1B, on Tarrant County Appraisal District Maps).

**AND WHEREAS**, said description is incomplete and indefinite as to legal description, and the lands intended to be covered are more accurately described as follows:

0.584 acres, more or less, out of the J. McDonald Survey, A-997, Tarrant County, Texas, being more particularly described as follows:

BEING all that certain lot, tract or parcel of land in Tarrant County, Texas, and described as follows:

0.584 acres of land out of the James McDonald Survey, Abstract No. 997, and being a portion of a called 9.52 acre tract of land conveyed to Frank N. Maxey by deed recorded in Volume 7194, Page 2195, Deed Records, Tarrant County, Texas, and being more fully described by metes and bounds as follows:

BEGINNING at a ½" iron rod set in the Northwest line of said 9.52 acre tract for the North corner of this tract from which a 1" iron rod found in the Southwest line of Nelson Wyatt Road (50' ROW) for the North corner of said 9.52 acre tract bears North 59° 21' 28" East, 813.36 feet;

THENCE South 28° 31' 20" East, 199.24 feet to a ½" iron rod set in the Southeast line of said 9.52 acre tract for the East corner of this tract;

THENCE South 60° 00' 00" West, 129.46 feet to a wood fence post for the South corner of said 9.52 acre tract;

THENCE North 27° 46' 29" West, 197.90 feet to a wood fence post in the Northwest line of said 9.52 acre tract for the West corner of this tract;

THENCE North 59° 21' 28" East, (called North 55° 08' 00" East), with the Northwest line of said 9.52 acre tract, 126.92 feet to the Place of Beginning and containing 0.584 acres of land,

**WHEREAS** the lease And all rights and privileges thereunder, are now owned and held by **XTO Energy Inc.**, a Delaware corporation (hereinafter referred to as "Lessee").

D208444781

WHEREAS Paragraph 4 of The Lease provides that ..."units pooled for gas hereunder shall not substantially exceed in area 160 acres each plus a tolerance of ten percent (10%) thereof"...

AND WHEREAS, Paragraph 6 A. of The Lease provides that ..."160 acres plus a tolerance of ten percent (10%) for each gas well"...

NOW THEREFORE, Notwithstanding anything to the contrary, it is the desire of the Lessee and Lessor to amend Paragraph 4 and Paragraph 6 A of The Lease to allow for 320 acres plus a tolerance of ten percent (10%).

AND, for the consideration received by Lessors on executing The Lease, and the benefits to be derived therefrom and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I, or we, the undersigned, jointly and severally, do hereby adopt, ratify and confirm The Lease, and all of its provisions, except as herein modified and amended, and do hereby grant, lease, and let to the Lessee therein or its successors and assigns, any and all interest which I, or we, now have, or may hereafter acquire, either by conveyance, devise, inheritance or operation of laws, and whether vested, expectant, contingent or future, in and to the lands described therein, in accordance with each and all of the provisions contained in The Lease and as amended hereby, and the undersigned hereby declare that The Lease and all of its provisions, as amended, are binding on the undersigned and is a valid and subsisting Oil and Gas Lease and this agreement shall extend to and be binding upon the heirs, executors, administrators, successors, and assigns of each of the undersigned.

IN WITNESS WHEREOF, this instrument is executed by the undersigned Lessors on the respective date of acknowledgment below, but is effective as of the date of February 20, 2007, date of "The Lease".

LESSORS:

Billy Don Couch  
Billy Don Couch a/k/a Billy D. Couch

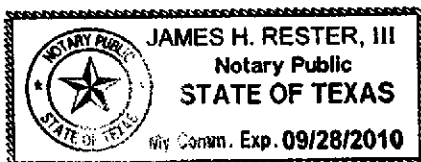
Stephanie Couch  
Stephanie Couch

Address: 2507 Nelson Wyatt Road  
Mansfield, Texas 76063

**ACKNOWLEDGMENT**

STATE OF TEXAS       }  
COUNTY OF TARRANT }

This instrument was acknowledged before me on the 24<sup>th</sup> day of November, 2008 by Billy Don Couch a/k/a Billy D. Couch and Stephanie Couch, husband and wife.



James H. Rester  
Notary Public, State of Texas

**EXHIBIT A**

Attached to and made a part of the OIL, GAS AND MINERAL LEASE dated February \_\_\_\_\_, 2007, from Billy Don Couch and Stephani Couch to Bagby Energy Holdings.

BEING all that certain lot, tract or parcel of land in Tarrant County, Texas, and described as follows:

0.584 acres of land out of the JAMES McDONALD SURVEY, Abstract No. 997, and being a portion of a called 9.52 acre tract of land conveyed to Frank N. Maxey by deed recorded in Volume 7194, Page 2195, Deed Records, Tarrant County, Texas, and being more fully described by metes and bounds as follows:

BEGINNING at a 1/2 " iron rod set in the Northwest line of said 9.52 acre tract for the North corner of this tract from which a 1" iron rod found in the Southwest line of Nelson Wyatt Road (50' ROW) for the North corner of said 9.52 acre tract bears N 59° 21' 28" E, 813.36 feet;

THENCE South 28° 31' 20" E, 199.24 feet to a 1/2" iron rod set in the Southeast line of said 9.52 acre tract for the East corner of this tract;

THENCE South 60° 00' 00" W, 129.46 feet to a wood fence post for the South corner of said 9.52 acre tract;

THENCE N 27° 46' 29" W, 197.90 feet to a wood fence post in the Northwest line of said 9.52 acre tract for the West corner of this tract;

THENCE N 59° 21' 28" E (called N 55° 08' 00" E), with the Northwest line of said 9.52 acre tract, 126.92 feet to the PLACE OF BEGINNING and containing 0.584 acres of land.

TOGETHER WITH a 30 foot ingress egress easement, being a portion of said 9.52 acre tract, the centerline being more fully described by metes and bounds as follows:

BEGINNING at a point in the Southwest line of Nelson Wyatt Road (50' ROW) from which a 1/2" iron rod found for the North corner of said 9.52 acre tract bears N 30° 37' 58" W, 18.70 feet;

THENCE S 47° 59' 37" W, 92.56 feet;

THENCE S 31° 58' 40" W, 89.78 feet;

THENCE S 22° 07' 25" W, 129.07 feet;

THENCE S 56° 07' 04" W, 255.23 feet;

THENCE S 67° 29' 17" W, 117.05 feet;

THENCE S 44° 15' 18" W, 110.91 feet.

Return to: Bryson G. Kuba  
6127 Green Jacket Dr.  
Apt. # 1136  
Fort Worth, TX 76137